

been named in the complaint. It is the intention of these Plaintiffs to utilize to opt-in provision of the Fair Labor Standards Act 29 U.S.C. 216(B) upon receipt of the Court's permission in order to do so.

COME NOW Plaintiffs, by and through undersigned counsel, and states:

1. This is an action for damages arising under the Fair Labor Standards Act 29 U.S.C. 201-216.

2. The Plaintiffs were employees of Defendants working out of the MIAMI INTERNATIONAL AIRPORT NORTH TERMINAL PROGRAM at the time that this dispute arose.

3. The Defendants regularly transact business within Dade County, Fla. and the Plaintiffs reside in Dade County, Fla. Upon information and belief, the Defendants were all Fair Labor Standard Act employers of the Plaintiffs as specified below and are, therefore, liable for any amount of overtime wages that are found to be due to the Plaintiffs.

4. The Defendants determined and controlled each Plaintiff's work for them for the time period alleged in the complaint. Each Plaintiff is/was completely economically dependent on Turner Construction, Inc. and

Austin Commercial, Inc. and their respective joint venture referred to as “Turner-Austin Airport Team” for the relevant time period. These Defendants will be referenced as “Turner-Austin” throughout this complaint.

5. “Turner-Austin” decided and established the work hours for the Plaintiffs through contracts entered into with the other two Defendants named “3 C Construction Corp. “3C” and “Cuven Corp.” referred to herein as “Cuven”. “3 C” was Plaintiff “MEDINA’s”, “PINEDA’s”, “QUESADA’s”, “LANZAS”, “BRAVO’S”, “ACEVEDO’S” AND “MARTINEZ’S” W-2 or immediate employer for the relevant time period while “CUVEN” was the W-2 or direct or immediate employer for the Plaintiffs “REMOND”, JULIO POSAS, ALFONSO CHUNGA, ROLANDO CALERO, FRANKLIN CASTILLO, MARLON TALAVERA, CARLOS LARGAES WILLIAM TALAVERA, AND JOHNNY MENJIVAR for the relevant time period.

6. The Plaintiffs were all construction workers who depended exclusively on the Turner-Austin MIA North Terminal Program for their economic survival for the time period alleged in the complaint and ongoing.

7. Turner-Austin determined, through contract, where the Plaintiffs would work, how much the Plaintiffs would eventually be paid, and how long each Plaintiff would need to work at the MIA location referenced above.
8. Turner-Austin determined the amount and quantity of work to be performed by the Plaintiffs.
9. Turner-Austin provided the Plaintiffs with specific instructions on how their work was to be performed.

**FEDERAL STATUTORY VIOLATION AGAINST ALL
DEFENDANTS NAMED IN THE COMPLAINT.**

The Plaintiffs re-adopt paragraphs #1 through #9 above as factual allegations and further state:

10. This action arises under the law of the United States.
11. This Court has jurisdiction pursuant to The Fair Labor Standards Act, 29 U.S.C. SS 201-219 (section #216 for jurisdictional placement) as well as the Florida Constitution that vests this action within a court of competent jurisdiction.
12. 29 U.S.C. S 207 (a) (1) states, " if an employer employs an employee for

more than forty hours in any work week, the employer must compensate the employee for hours in excess of forty at the rate of at least one and one half times the employee's regular rate.." The "F.L.S.A." also required that the Defendants pay each Plaintiff at least \$5.15/hr. for the hours worked by each Plaintiff.

13. All of the Defendants' business activities involve those to which the Fair Labor Standards Act applies. The Plaintiffs were construction workers for the Defendants for the relevant time period and handled goods/materials on a daily basis that previously affected or traveled through interstate commerce. The Defendants' respective businesses affected interstate commerce for the relevant time period.

14. The Plaintiff "MEDINA" worked an average of (5) complete uncompensated hours per week for Defendants from on or about 08/05/01 until 10/10/02. This is the time period for which the Plaintiff "MEDINA" is claiming unpaid overtime wages, minimum wages and unpaid straight time wages. The Plaintiff "MEDINA" was paid an average of \$19.50 per hour but was never compensated overtime, minimum nor straight time wages by the Defendants for these (5) hours worked in excess of forty weekly for this time period.

15. The Plaintiff "SALVADOR REMOND" worked an average of (5) complete uncompensated hours per week for Defendants from on or about 10/10/01 until 10/10/02. This is the time period for which the Plaintiff "SALVADOR REMOND" is claiming unpaid overtime wages, minimum wages and unpaid straight time wages. The Plaintiff "SALVADOR REMOND" was paid an average of \$20.00 per hour but was never compensated overtime, minimum nor straight time wages by the Defendants for these (5) hours worked in excess of forty weekly for this time period.

16. The Plaintiff "RAFAEL REMOND" worked an average of (5) complete uncompensated hours per week for Defendants from on or about 10/10/01 until 10/10/02. This is the time period for which the Plaintiff "RAFAEL REMOND" is claiming unpaid overtime wages and unpaid straight time wages. The Plaintiff "RAFAEL REMOND" was paid an average of \$18.30 per hour but was never compensated overtime wages, minimum wages nor straight time wages by the Defendants for these (5) hours worked in excess of forty weekly for this time period.

17. The Plaintiff "PINEDA" worked an average of (5) complete uncompensated hours per week for Defendants from on or about 08/05/01

until 10/11/02. This is the time period for which the Plaintiff "PINEDA" is claiming unpaid overtime wages, minimum wages and unpaid straight time wages. The Plaintiff "PINEDA" was paid an average of \$19.50 per hour but was never compensated overtime, minimum nor straight time wages by the Defendants for these (5) hours worked in excess of forty weekly for this time period.

18. The Plaintiff "JULIO POSAS" worked an average of (12) complete uncompensated hours per week for Defendants from on or about 08/21/01 until 10/14/02. This is the time period for which the Plaintiff "JULIO POSAS" is claiming unpaid overtime wages, minimum wages and unpaid straight time wages. The Plaintiff "JULIO POSAS" was paid an average of \$17.25 per hour but was never compensated overtime, minimum nor straight time wages by the Defendants for these (12) hours worked in excess of forty weekly for this time period.

19. The Plaintiff "ALFONSO CHUNGA" worked an average of (12) complete uncompensated hours per week for Defendants from on or about 07/16/02 until 10/10/02. This is the time period for which the Plaintiff "ALFONSO CHUNGA" is claiming unpaid overtime wages, minimum wages and unpaid straight time wages. The Plaintiff "ALFONSO CHUNGA" was paid an average of \$17.25 per hour but was never

compensated overtime, minimum nor straight time wages by the Defendants for these (12) hours worked in excess of forty weekly for this time period.

20. The Plaintiff "ROLANDO CALERO" worked an average of (12) complete uncompensated hours per week for Defendants from on or about 10/15/01 until 10/10/02. This is the time period for which the Plaintiff "ROLANDO CALERO" is claiming unpaid overtime wages, minimum wages and unpaid straight time wages. The Plaintiff "ROLANDO CALERO" was paid an average of \$19.30 per hour but was never compensated overtime, minimum nor straight time wages by the Defendants for these (12) hours worked in excess of forty weekly for this time period.

21. The Plaintiff "FRANKLIN CASTILLO" worked an average of (12) complete uncompensated hours per week for Defendants from on or about 10/30/01 until 10/10/02. This is the time period for which the Plaintiff "FRANKLIN CASTILLO" is claiming unpaid overtime wages, minimum wages and unpaid straight time wages. The Plaintiff "FRANKLIN CASTILLO" was paid an average of \$17.25 per hour but was never compensated overtime, minimum nor straight time wages by the Defendants for these (12) hours worked in excess of forty weekly for this time period.

22. The Plaintiff "MARLON TALAVERA" worked an average of (12) complete uncompensated hours per week for Defendants from on or about 10/30/01 until 10/10/02. This is the time period for which the Plaintiff "MARLON TALAVERA" is claiming unpaid overtime wages, minimum wages and unpaid straight time wages. The Plaintiff "MARLON TALAVERA" was paid an average of \$17.75 per hour but was never compensated overtime, minimum nor straight time wages by the Defendants for these (12) hours worked in excess of forty weekly for this time period.

23. The Plaintiff "CARLOS LARGAES" worked an average of (12) complete uncompensated hours per week for Defendants from on or about 10/30/01 until 10/10/02. This is the time period for which the Plaintiff "CARLOS LARGAES" is claiming unpaid overtime wages, minimum wages and unpaid straight time wages. The Plaintiff "CARLOS LARGAES" was paid an average of \$17.75 per hour but was never compensated overtime, minimum nor straight time wages by the Defendants for these (12) hours worked in excess of forty weekly for this time period.

24. The Plaintiff "WILLIAM TALAVERA" worked an average of (12) complete uncompensated hours per week for Defendants from on or about

05/07/02 until 10/10/02. This is the time period for which the Plaintiff “WILLIAM TALAVERA” is claiming unpaid overtime wages, minimum wages and unpaid straight time wages. The Plaintiff “WILLIAM TALAVERA” was paid an average of \$17.25 per hour but was never compensated overtime, minimum nor straight time wages by the Defendants for these (12) hours worked in excess of forty weekly for this time period.

25. The Plaintiff “JOHNNY MENJIVAR” worked an average of (12) complete uncompensated hours per week for Defendants from on or about 03/20/02 until 10/14/02. This is the time period for which the Plaintiff “JOHNNY MENJIVAR” is claiming unpaid overtime wages, minimum wages and unpaid straight time wages. The Plaintiff “JOHNNY MENJIVAR” was paid an average of \$17.75 per hour but was never compensated overtime, minimum nor straight time wages by the Defendants for these (12) hours worked in excess of forty weekly for this time period.

26. The Plaintiff “RUBEN QUESADA” worked an average of (5) complete uncompensated hours per week for Defendants from on or about 06/11/02 until 10/4/02. This is the time period for which the Plaintiff “RUBEN QUESADA” is claiming unpaid overtime wages, minimum wages and

unpaid straight time wages. The Plaintiff "RUBEN QUESADA" was paid an average of \$19.50 per hour but was never compensated overtime, minimum nor straight time wages by the Defendants for these (5) hours worked in excess of forty weekly for this time period.

26. The Plaintiff "FRANKLIN LANZAS" worked an average of (12) complete uncompensated hours per week for Defendants from on or about 01/08/02 until on or about 10/10/02. This is the time period for which the Plaintiff "FRANKLIN LANZAS" is claiming unpaid overtime wages, minimum wages and unpaid straight time wages. The Plaintiff "FRANLIN LANZAS" was paid an average of \$13.92 per hour but was never compensated overtime, minimum nor straight time wages by the Defendants for these (12) hours worked in excess of forty weekly for this time period.

27. The Plaintiff "WILGEN BRAVO" worked an average of (12) complete uncompensated hours per week for Defendants from on or about 05/20/02 until on or about 10/10/02. This is the time period for which the Plaintiff "WILGEN BRAVO" is claiming unpaid overtime wages, minimum wages and unpaid straight time wages. The Plaintiff "WILGEN BRAVO" was paid an average of \$13.92 per hour but was never compensated overtime, minimum nor straight time wages by the Defendants for these (12) hours worked in excess of forty weekly for this time period.

28. The Plaintiff "SNAYRE ACEVEDO" worked an average of (12) complete uncompensated hours per week for Defendants from on or about 12/17/01 until on or about 10/10/02. This is the time period for which the Plaintiff "SNAYRE ACEVEDO" is claiming unpaid overtime wages, minimum wages and unpaid straight time wages. The Plaintiff "SNAYRE ACEVEDO" was paid an average of \$19.50 per hour but was never compensated overtime, minimum nor straight time wages by the Defendants for these (12) hours worked in excess of forty weekly for this time period.

27. The Plaintiff "ERICK MARTINEZ" worked an average of (12) complete uncompensated hours per week for Defendants from on or about 04/20/02 until on or about 10/10/02. This is the time period for which the Plaintiff "ERICK MARTINEZ" is claiming unpaid overtime wages, minimum wages and unpaid straight time wages. The Plaintiff "ERICK MARTINEZ" was paid an average of \$19.50 per hour but was never compensated overtime, minimum nor straight time wages by the Defendants for these (12) hours worked in excess of forty weekly for this time period.

26. The Defendants willfully and intentionally refused to pay each Plaintiff the overtime wages and straight time wages as required by the law of the

United States as set forth above and remains owing each Plaintiff these overtime wages and straight time for the time period as set forth above.

26. The Defendants willfully and intentionally refused to pay each Plaintiff the overtime wages and straight time wages as required by the law of the United States as set forth above and remains owing each Plaintiff these overtime wages and straight time for the time period as set forth above.

26. The Defendants willfully and intentionally refused to pay each Plaintiff the overtime wages and straight time wages as required by the law of the United States as set forth above and remains owing each Plaintiff these overtime wages and straight time for the time period as set forth above.

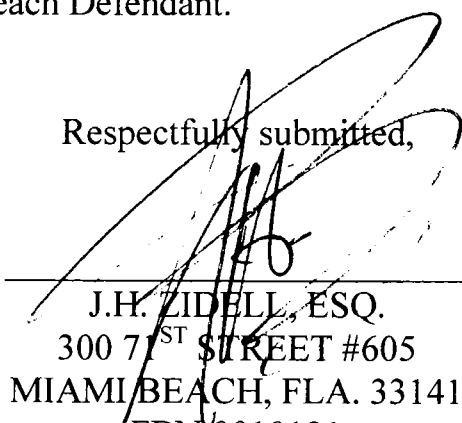
26. The Plaintiff "RUBEN QUESADA" worked an average of (5) complete uncompensated hours per week for Defendants from on or about 06/11/02 until 10/4/02. This is the time period for which the Plaintiff "RUBEN QUESADA" is claiming unpaid overtime wages, minimum wages and unpaid straight time wages. The Plaintiff "RUBEN QUESADA" was paid an average of \$19.50 per hour but was never compensated overtime, minimum nor straight time wages by the Defendants for these (12) hours worked in

excess of forty weekly for this time period.

27. The Defendants willfully and intentionally refused to pay each Plaintiff the overtime wages and straight time wages as required by the law of the United States as set forth above and remains owing each Plaintiff these overtime wages and straight time for the time period as set forth above.

Wherefore, each Plaintiff requests double damages and reasonable attorney fees from each Defendant, pursuant to the Fair Labor Standards Act as cited above, to be proven at the time of trial for all overtime and straight time wages still owing from each Plaintiff's entire employment period with each Defendant or, as much as allowed by the Fair Labor Standards Act-- whichever is greater along with court costs, interest, and any other relief that this Court finds reasonable under the circumstances. Each Plaintiff requests a trial by jury against each Defendant.

Respectfully submitted,



J.H. ZIDELL, ESQ.
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FAX: 305-865-7167

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Felix R. Medina, et. al.

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Dade
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

J.H. Zide II, P.A. Miami Beach, FL 33141
300-71st street, #105 (305) 965-6766

DEFENDANTS

3L Construction W/p, Luchen W/p,
Austin Commercial, Inc.,
Turner Construction Company

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

ATTORNEYS (IF KNOWN)

MAGISTRATE JUDGE

NIGHT BOX
FILED

(d) CIRCLE COUNTY WHERE ACTION AROSE DADE, MONROE, BROWARD, PALM BEACH, MARTIN, ST. LUCIE, INDIAN RIVER, OKEECHOBEE, HIGHLANDS

II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- | | | | | | |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated in Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

V. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

| | | | | |
|---|---|---|--|---|
| A CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input checked="" type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability | A TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability | FORFEITURE/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other A LABOR <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act | A BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 A PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark B SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609 | A OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions A OR B |
| A REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property | A CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights | PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 Habeas Corpus: General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition | | |

VI. CAUSE OF ACTION

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.)

LENGTH OF TRIAL

via days estimated (for both sides to try entire case)

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 ☐

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ YES ☐ NO

VIII. RELATED CASE(S) IF ANY

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IF

JUDGE

MAG. JUDGE